



झारखण्ड JHARKHAND

C 471100

DEVELOPMENT AGREEMENT

This agreement made this 8th day of August 2014 by and between
1) Hari Bhajan Dutta, S/o - Late Bhabataran Dutta, 2) Dr. Samir Kr. Dutta, S/o- Late Bhabataran Dutta, 3) Rabindra Nath Dutta, S/o Late Hari Satya Dutta, 4) Shubhra Dutta, W/o - Late Amar Kr. Dutta, 5) Subrata Dutta, S/o- Haribhajan Dutta, 6) Saikat Dutta, S/o Late Amar Kr. Dutta. All resident of H.E. School Road, Vistipara, Hirapur, Dhanbad. Hereinafter called and referred to as the OWNERS (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, successors, administrators, executors, assigns etc.) of the FIRST PART:

AND

RIA & ASSOCIATES represented through its Proprietor Sri Salil Biswas, S/o Late Hari Pada Biswas, Permanent resident of Ajanta Para, Hirapur, P.O., P.S. & Dist.- Dhanbad, hereinafter called and referred to as the DEVELOPER (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, successors, administrators, executors, assigns etc.) of the SECOND PART.

WHEREAS, the land in Mouza Hirapur, Mouza No. 07, Khata No.- 108 bearing Plot No. 915 measuring an area of 8 Katha of land formerly belongs to one H.B. Dutta who acquired the same from Thakur Shyama Prasad Singh vide deed no. 5177 dated 10.04.1963.

AND WHEREAS, Thakur Shyama Prasad Singh vide deed of Exchange no. 5786 dated 15.04.1965 also transferred an area of 100'x60' or to say 8.33 katha of land.

AND WHEREAS, while thus in possession H.B. Dutta transferred and sold sale piece of land to Samir Kumar Dutta vide registered sale deed no. 4521 dated 04.05.1981.

AND WHEREAS, similarly Sri Rabindra Nath Dutta, Sri Subrata Dutta and Smt. Shubhra Duta have acquired landed property of 8.6 kathas vide registered sale deed no. 8450 dated 11.12.2012 from sons of Late Thakur Shyama Prasad Singh namely Sujit Prakash Singh and Rabindra Nath Singh through their registered power of attorney holder Sri Ganesh Roy.

AND WHEREAS, the portion of Plot No. 914, 915 and 920 measuring 4 kathas (40'x72') of land have been purchased by Harisadhan Duta since deceased from Late Shri Shri Raja Shiva Prasad Singh vide registered sale deed no. 1215 dated 02.12.1943.

AND WHEREAS, said Harisadhan Dutta has executed a will in respect of the said property in favour of Rabindra Nath Dutta, Subrata Dutta and Saikat Dutta.

AND WHEREAS, said Rabindra Nath Dutta, Subrata Dutta and Saikat Dutta filed a probate case being no. 16 of 2012 after the death of Harisadhan Dutta and have acquired indefeasible right, title, interest over the same.

AND WHEREAS, the remaining 4 khata of land in Plot No. 914 and 915 has been acquired by Bhabataran Dutta vide registered sale deed no. 11737 dated 07.10.1952 from Rani Mandakini Devi wife of Sri Raja Shiva Prasad Singh.

AND WHEREAS, after the death of Late Bhabataran Dutta this 4 khata of land has been probated on the basis of Will executed by Bhabataran Dutta vide probate case no. 1/1984 and obtained a probate on 30.06.1986 in the name of his four sons Latel Hari Satya Dutta, Harisadhan Dutta, Haribhajan Dutta and Sri Samir Kumar Dutta.

AND WHEREAS after the death of Late Haristya Dutta, his share has been devolved upon his son Sri Rabindra Nath Dutta and after such probate land has been mutated in the name of Harisadhan Dutta, Haribhajan Dutta, Samir Dutta and Rabindra Nath Dutta vide mutation case no. 2345(ii) 2005.06.

AND WHEREAS, after the death of Harisadhan Dutta, his portion of one Khata of land have been acquired by Sri Rabindra Nath Dutta Probate Case No. 16/2012.

AND WHEREAS in order to appreciate the ownership of the land it be mentioned here that schedule A belongs to Sri Samir Kumar Dutta.

AND WHEREAS, similarly schedule B belongs to Subrata Dutta, Smt. Shubhra Dutta and Rabindra Nath Dutta.

AND WHEREAS, schedule C exclusively owned and possessed by Rabindra Nath Dutta, Subrata Dutta and Saikat Dutta.

AND WHEREAS, schedule D belongs to Sri Haribhajan Dutta, Sri Samir Kumar Dutta and Sri Rabindra Nath Dutta.

AND WHEREAS, thus the Vendors hereinabove become the absolute owners of the land described in the schedule A to D below and are in peaceful possession thereof.

NOW THIS DEVELOPMENT AGREEMENT witnesseth and parties have mutually agree as under :-

1. In furtherance of the intention of this agreement the Owners do hereby entrust and empower the Developer to do all or any of THE following acts, deeds matters and things in relation to any matter or cause arising after the execution of this agreement.
 - A) To have the plans of the proposed building/buildings to be constructed on the property prepared /amended in accordance with rules and regulation of the concerned authorities and to

submit the said plans to the concerned authorities with applications for the approval and sanction and sign all writing and undertaking as may be necessary in connection with the approval and sanction of such plans in the name so the owners.

- B) To appoint architects, surveyors, engineers and contractors and other person or persons.
- C) To make applications to the appropriate authorities for electrical water connections and permit or permits of Quotas for cement, steel and other controlled building material.
- D) TO ACCEPT SERVICE OF ANY WRIT, SUMMONS OR OTHER LEGAL PROCESS OR NOTICE AND TO APPEAR AND REPRESENT THE OWNERS IN ANY COURT OR BEFORE ANY MAGISTRATE, JUDICIAL TRIBUNAL AND OTHER TRIBUNALS SUCH AS MADA ETC. IN CONNECTION WITH THE DEVELOPMENT OF SAID PROPERTY. TO COMMENCE OF FILES SUITS, ACTIONS OR OTHER PROCEEDINGS IN ANY COURT OR BEFORE ANY PUBLIC OFFICER OR TRIBUNAL RELATING TO THE DEVELOPMENT OF THE CO-OPERATIVE ON PART OR PARTS OF THE PROPERTY AND FOR ANY OF THE PURPOSES AFORESAID TO SIGN, EXECUTE OR DELIVER OR FILE NECESSARY VAKALATNAMAS, CLAIMS COMPLAINTS, ORDERS, APPLICATIONS, PAPERS AND WRITING IN CASE OF ANY

LEGAL PROCEEDING IN ANY COURT OF LAW AGAINST THE INTEREST OF THE OWNERS THE DEVELOPER SHALL TAKE ALL MEASURE AT OWNER'S COST TO PERFECT THE TITLE, INTEREST AND THE RIGHT OF THE OWNERS AND REASONABLE ADVICE OF THE OWNERS IN THIS REGARD SHALL BE OBTAINED BY THE DEVELOPER AT ALL TIMES.

- E. TO ENTER INTO AGREEMENT FOR SALE FOR OTHERWISE ALLOT FLATS AND TENEMENTS IN THE AFORESAID BUILDINGS/BUILDINGS TO PURCHASERS EXCEPT OF THE OWNER'S AREA AS DESCRIBED IN BLOCK I AND BLOCK II AND BE ENTITLED TO THE CONSIDERATION THEREOF.
- F. TO MORTGAGE THE SAID PROPERTY OR ANY PORTION THEREOF EXCEPT THE PORTION ALLOTTED TO BE OWNERS WITH BANK AND/OR FINANCIAL INSTITUTIONS TO OBTAIN LOAN/WORKING CAPITAL SHORT TERM LOAN TO FINANCE THEIR AFORESAID PROJECT AND ALSO TO OBTAIN LOAN FOR PURCHASER OF FLATS ETC. AS TILL SAID DEVELOPER WILL DECIDE AT THEIR SOLE DISCRETION. THE DEVELOPER FURTHER AFFIRMS AND UNDER TAKES THAT ALL MONEYS OBTAINED AS LOAN BY PLEADINGS HYPOTHECATION OR MORTGAGE THE SAID PREMISES OR CREATING CHARGE ON THE SAID PREMISES SHALL BE EXCLUSIVELY INVESTED FOR THE DEVELOPMENT OF THE PREMISES ONLY AND SUCH

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MONEYS SHALL NOT BE DELIVERED TO/OR INVESTED IN ANY OTHER PROJECT WORK OR PURPOSE OF THE DEVELOPER.

3. The owners agree that they shall execute and give a separate POWER OF ATTORNEY in favour of the Developer of their nominee so that no hindrance or obstruction in execution of the construction of the Building subject of this agreement occurs and absolute right to sell the Flats, Shops and Car Parking spaces to be constructed on the Schedule - A to Schedule D along with proportionate share of land except land owner's allocation. However the Developer does hereby covenant with the owners that the aforesaid power of attorney shall be governed by the provisions of this agreement.
4. The owners do hereby agree to put the Developer in actual peaceful possession over the property described in Schedule A to D for the purpose of effective execution of the construction of the proposed building.
5. It is hereby made clear that the Developer shall act as independent party and not as agent of the owners for the purpose of the construction of proposed building over schedule - A to schedule D property and shall pay and keep the owners indemnified from and against all claims, penalties, costs, demands arising out of or connected or any act or omission by

the Developer in planning, executing of construction of the proposed Building and other works envisaged by this agreement.

6. The owners shall give all the copies of all title deeds and documents relating to the landed property to the Developer and assures the Developer to make available true copy of title deeds and other documents of the landed property as and when required by the Developer.
7. The owners hereby covenant with Developers as follows :-
 - a) That, the area of the scheduled property is more or less 24.93 katha.
 - b) That, the property is a free hold and the owners have title to the same free from all encumbrances.
 - c) That, the owners have not created any encumbrances on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust, assignment right, gift lien, leave, license, permission, rent, possession, charge or any other encumbrances whatsoever.
 - d) That, there is no notice or orders passed by the Regional Development Authority the Dhanbad Municipal Corporation or any other body or authority for either acquisition of the said property or any part thereof and there is no requisition of whatsoever nature by the Municipal Corporation or other body

or authority concerned affecting the sale property or any part thereof.

- e) That, there are no statutory claims, demands, attachments or/prohibitory orders made or issued by the taxation authorities, revenue authorities, municipal authorities or any other government or other local bodies or authorities concerning for affecting the said property or any part thereof.
- f) That, there are no attachments either before or after judgment and there are no claims demands, suits, decrees, injunctions orders *lis-pendence*, notices in solvency notice petitions or adjudication orders made or issued by or at the instance of any party thereof.
- g) That, apart from the owners no one else is entitled to or has any, right, title or interest in the said property or any part thereof either as a partner or any partnership or coparcener in any joint family or otherwise.
- h) That, in the event of sudden demise of one of the owner Sri H.B. Dutta, his son namely Subrata Dutta will become to owner of land/property and in the event of sudden demise of owner Sri Samir Kr. Dutta his son namely Supriyo Dutta will become the owner of land/property.

8. That, all outgoing, demands, rates, taxes etc. arising from the date of this agreement shall be paid by the Developer alone and the owners shall only be liable for such amounts remaining unpaid up to the date of this agreement.
9. That, in consideration for the conveyance of the property described in Schedule - A, B, C & D here-in-below and in exchange of the facilities stated hereinabove the Developer shall do and perform the following acts, deeds, matters and things.
 - a) The Developer shall without unnecessary delay draw up plans for construction of the proposed Building keeping to the layout as detailed in the floor lands annexed hereto and marked as Schedule with such minor changes as may be necessary for the structure.
 - b) The Developer shall obtain, at their own cost and effort/the approval of the plans for construction from the Mineral Area Development Authority (MADA) and all other sanctions necessary for the construction of the proposed building and shall immediately on handing over possession by the owners commence the construction of the proposed Building, strictly in accord and with the sanctioned plan by MADA Dhanbad.
 - c) That, in the event MADA and/or other authorities concerned permitting any further vertical or horizontal extension/variation

in construction in the said building then in that event the same will be divided and shared between the owners and the Developers in the same ratio in which the existing building or new building has been agreed to sale by this Agreement.

- d) The Developer shall at their own cost and effort commence erect building and completely finish the entire building with specification as described in Schedule below in good substantial and workmanlike manner with best materials suitable for the purpose with the amenities therein appearing. Developer shall use all precautionary measures may be required in order to avoid any accident and/or incident in carrying out of the field project. In case of my accident and/or incident in carrying out of the field project. In case of any accident and/or incident the DEVELOPER shall above be liable and be responsible and the OWNERS shall not in any way be liable and responsible for the same.
- e) The Developer shall indemnify the owners from and in respect of all claim compensation or expenses payable in consequence of any person or demands of whatsoever nature from any authority arising from any act of omission or negligence on the part of the Developer related to or in connection with the execution of the works. The Developer shall also indemnify the owners against any claim action or proceeding which may be brought or taken against the owners in respect of any damage caused to adjoining grounds building, electric poles etc. by the Developer in

performance of the work envisaged in this agreement. That for the construction of the building the DEVELOPER shall engage engineers/staff, laborers etc. The DEVELOPER shall above be liable and responsible for payment of their wages salaries bonus, overtime, gratuity P.F., E.S.I. etc. and all other payments which are applicable. The DEVELOPER shall comply with all labour law bye-laws regulation rules, orders and shall also comply the provision of minimum wages act and other law as applicable.

- f) The Developer shall complete the entire structure of the purposed Building and completely finish in good substantial and workmanlike manner together with the amenities described herein with 36 (Thirty six) months from the date of sanction or the deemed date of sanction of plans by MINERAL AREA DEVELOPMENT AUTHORITY, DHANBAD and put the owners in full possession of the portion of 40% (Forty percent) of Residential/Commercial Part and the parking part in parking space of the building described in Block I & Block II.
- g) Provide that if any time is lost by the Developer by the happening of any event beyond the control of the Developer like tempest general strike, earthquake then further 12 months shall be added to the period of completion herein last above mentioned but in no case beyond that period or grace.

10. That, it is hereby clarified and declared that the owners shall not for any purpose be deemed to be the Employee or partners of the Developer in execution of the construction of the Building. The Developer shall always be deemed to have constructed and raised the proposed Building independently on the Schedule 'A' to 'D' property on the terms as envisaged by the present.
11. The DEVELOPER shall be entitled and have the authority to purchase all necessary stamp papers etc. in the name of the land OWNERS or in the name of the DEVELOPER or their nominees for registration of any agreement or Sale Deeds etc. to be registered and also to refund the said stamp paper whenever necessary and to received the refund amount from the Treasury or the Government Department in the name of the land OWNER.
12. The DEVELOPER shall have the authority and right to sign and execute any deed or deeds or agreement and to present the same before the registering authority for registration and to admit the execution thereof his portion of share i.e. except the portion of shares allotted to the OWNERS along with the proportionate share in the land and to receive the consideration amount from the buyers and to grant any receipt for the same.
13. That, the number of flats/shop to be allotted to the land OWNERS may vary but in no case land OWNERS shall be entitle to more than 40% (Forty Percent) of the Residential Commercial

buildings 40% (Forty Percent) of the parking part in the parking space & the fraction of area may be exchanged in terms of the prevailing market rates. Whereas the Developer share is 60% (Sixty Percent) in residential/commercial building and car parking space.

14. That, in case it is found that other than the owners if any other co-sharer claims their rightful ownership over the Schedule property, then it is incumbent upon, the owners to part with such co-sharer's legal share/proportionate share in residential/commercial complex from their 40% (Forty Percent) share in building complex and Developer shall not contribute any portion from Developers own share of 60% (Sixty Percent) of the proposed building.
15. If the terms and conditions are not adhered to any of the consenting parties, either the owners or the developer, can terminate the agreement by giving 3 (three) months notice to the other party. At such juncture the developed property for which has already been constructed after providing for owner's allocated. But developer shall be entitled to the cost materials and for the work done if any in furtherance of this agreement calculated as per government (PWD & CPWD) schedule rate work.

16. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with or arising out of this agreement, which the parties are unable to settle amicably between themselves, then such disputes shall be decided by a panel of three arbitrators in accordance with the provisions of The Arbitration and Conciliation Act, 1996. The Arbitration shall be held in Dhanbad and English language shall be used in the arbitral proceedings. The Indian law shall govern the proceedings. The parties agree that the decision of the majority of the arbitrators so appointed shall be final and binding upon the parties.
17. The parties hereto agree that in respect of any dispute arising upon or in respect of any of the terms of this agreement, only courts in Dhanbad will have jurisdiction to try and adjudicate such dispute to the exclusion of all other courts.
18. That this agreement has been prepared in one copy. One copy to be retained by the Developer and the other shall be retained by the land OWNERS. All copies are the true and exact photocopy of each other.

SCHEDULE - A

Within District- Dhanbad Mouza- Hirapur, Mouza No.- 7, Khata No. - 108, Plot No.-915, Area 100' X 60' (more or less 8.33 katha)

SCHEDULE - B

Mouza- Hirapur, Mouza No.- 7, Khata No. -108, Plot No.-914, 915, 920, Area 8.6 katha.

SCHEDULE - C

Mouza- Hirapur, Mouza No.- 7, Khata No. -108, Plot No.-914, 915, 920, Area 4 katha (40' x 72').

SCHEDULE - D

Mouza- Hirapur, Mouza No.- 7, Khata No. -108, Plot No.-914, 915, Area 4 katha (32' x 90').

The aforesaid schedule properties are butted and bounded as under :-

East :- House of Ramani Bala Devi & Sri Atul Verma
West :- H.E. School Road (Municipal Road)
North :- Municipal Road
South :- Land & house of Late Brijnandan Prasad

IN WITNESS WHEREOF Parties have could their respective hands and seals on the day, month and year mentioned above.

Witnesses

1) Hari Bhajan Dutta
1. Supriyo Dutta

2) Dr. Samir Kr. Dutta
Samir Kr. Dutta

2.

3) Rabindra Nath Dutta
Rabindra Nath Dutta

4) Shubhra Dutta
Shubhra Dutta.

5) Subrata Dutta
Subrata Dutta

6) Saikat Dutta
Saikat Dutta

Signature of the Developer
RIA & ASSOCIATES
Proprietor Sri Salil Biswas

Salil Biswas